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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FAMOUS TARGET CORP.,
-and-
REAL LOGISTICS CO., LTD,

Plaintiffs

-v-

COSCO SHIPPING Lines Co., Ltd, in personam,
-and-
M/V "CMA CGM Alaska" her engines, tackle, etc.,
in rem,

Defendants.

21 civ 8859
COMPLAINT

Plaintiffs, Famous Target Corp. (Famous Target) and Real Logistics Co., Ltd ("Real Logistics"), by and through their attorneys, Shayne Law Group, P.C., allege the following upon information and belief:

FIRST: All and singular of the following premises are true and constitute admiralty or maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and fall within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At all relevant times, Plaintiff(s) had the legal status and principal offices and places of business stated in Schedule A, annexed hereto and by this reference made part hereof.

THIRD: At all relevant times, COSCO SHIPPING Lines Co., Ltd ("COSCO") has had the legal status and office and place of business stated in Schedule A, has been engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered

and/or otherwise controlled the captioned vessel and consented to Jurisdiction of this Court pursuant to their Terms and Conditions.

FOURTH: At all relevant times, the captioned vessel has been a general ship employed in the common carriage of merchandise by water for hire and is or will be, during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedule A, the shipper recited therein delivered to COSCO and the captioned vessel, as common carriers, the shipment described in Schedule A, then being in good order and condition, in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipment to the port of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to, and received by them to the consignees recited in Schedule A.

SIXTH: Thereafter, while in transit, the captioned vessel damaged the shipment described in Schedule A in violation of COSCO and the captioned vessel's obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: By reason of the premises, Plaintiffs sustained damages in the amount of \$138,850.57 as nearly as can now be estimated, no part of which has been paid although duly demanded.

WHEREFORE, Plaintiffs pray:

1. That process in due form of law issue against Defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if Defendants cannot be found within this District, then all their property within this District be attached in the sum of \$138,850.57, with interest thereon and costs, the sum sued for in this complaint;
3. That judgment be entered in favor of Plaintiffs against Defendants for the amount of Plaintiffs' damages, together with interest and costs and the disbursements of this action;
4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against the captioned vessel, its engines, tackles, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of Plaintiffs for their damages, with interest, costs and disbursements, and that the captioned vessel may be condemned and sold to pay therefor; and;
5. That this Court grant Plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
October 30, 2021

SHAYNE LAW GROUP, P.C.
Attorneys for Plaintiffs

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SCHEDULE A

PLAINTIFFS' LEGAL STATUS

Plaintiff, Famous Target Corp. was and is a New York Corporation with an office for the transaction of business at 147-30 175th St, suite 215, Jamaica, NY 11434, United States.

Plaintiff, Real Logistics Co., Ltd is a business entity existing under and by virtue of the laws of Vietnam with an office for the transaction of business at 87, B4 St., An Loi Dong Ward, Dist. 2, Ho Chi Minh, VietNam.

DEFENDANTS' LEGAL STATUS

Defendant, COSCO SHIPPING Lines Co., Ltd, was and is a business entity organized and existing under the laws of the Peoples Republic of China and offices at 378 Dongdaming Road, Shanghai 200080, P.R. China and doing business within this jurisdiction.

Defendant, CMA CGM Alaska was the carrying vessel of cargo set forth in, and pursuant to, a contract of carriage described below; at all relevant times, said vessel was and is owned and operated by CPO Marseille Offen Reederei GmbH & Co. KG Bleichenbrücke 10, 20354 Hamburg, Germany.

PARTICULARS OF CLAIM

Carrying Vessel:	CMA CGM Alaska- Voyage No. 0TUEPS1MA
Place of Receipt:	Ho Chi Minh, Vietnam
Port of Loading:	BA RIA-VUNG Tai (CM-TV)
Port of Discharge:	Savannah, Georgia, USA
Place of Delivery:	Savannah, Georgia, USA
COSCO Bills of Lading Nos.:	COSU6273994580
Container No.:	DFOU6160010
Shipper:	Real Logistics Co., Ltd 87, B4 St., An Loi Dong Ward, Dist. 2, HoChiMinh, VietNam
Consignee:	Famous Target Corp. 147-30 175th St, suite 215, Jamaica, NY 11434, USA
Nature of Loss:	Damage due to failure to maintain required temperature
Amount of Loss:	\$138,850.57
Shayne Law Group, P.C. ref:	50531.007